

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA

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In Re: ) Case No. 19-30088  
PG&E CORPORATION AND PACIFIC ) Chapter 11  
GAS AND ELECTRIC COMPANY, et )  
al. ) San Francisco, California  
Debtors. ) Tuesday, January 12, 2021  
10:00 AM  
REORGANIZED DEBTORS' SEVENTH  
OMNIBUS OBJECTION TO CLAIMS  
(SATISFIED CLAIMS) FILED BY  
PG&E CORPORATION [8981]  
REORGANIZED DEBTORS'  
TWENTY-NINTH OMNIBUS  
OBJECTION TO CLAIMS  
(SATISFIED CLAIMS) FILED BY  
PG&E CORPORATION [9430]  
REORGANIZED DEBTORS'  
FORTY-EIGHTH OMNIBUS  
OBJECTION TO CLAIMS (UNTIMELY  
CUSTOMER NO LIABILITY CLAIMS)  
FILED BY PG&E CORPORATION  
[9708]

TRANSCRIPT OF PROCEEDINGS  
BEFORE THE HONORABLE DENNIS MONTALI  
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES (Via CourtCall):

For the Reorganized Debtors: DARA L. SILVEIRA, ESQ.  
Keller Benvenutti Kim LLP  
650 California Street  
Suite 1900  
San Francisco, CA 94108  
(415)496-6723

Also Present: John Wrynn  
Individual Claimant  
Stephen Pree  
Individual Claimant

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Court Recorder:

LORENA PARADA/ANKEY THOMAS  
United States Bankruptcy  
Court  
450 Golden Gate Avenue  
San Francisco, CA 94102

Transcriber:

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PG&E Corporation and Pacific Gas and Electric Company

SAN FRANCISCO, CALIFORNIA, TUESDAY, JANUARY 12, 2021, 10:00 AM

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(Call to order of the Court.)

THE CLERK: Court is now in session. The Honorable  
Dennis Montali presiding. Calling the matter of PG&E  
Corporation.

THE COURT: Good morning. This is Judge Montali.  
There's a number of counsel on the phone.

Ms. Silveira, are you there, and are you taking the  
lead today for the debtors?

MS. SILVEIRA: Yes, Your Honor. Good morning. Dara  
Silveira, Keller Benvenutti Kim, on behalf of the debtors, the  
reorganized debtors.

THE COURT: All right. Thank you.

And do we have an appearance from John Wrynn? Mr.  
Wrynn, are you here today?

MR. WRYNN: I'm here, yes. I am.

THE COURT: All right.

Okay. Ms. Silveira, I was a little confused by Mr.  
Wrynn's response because of the -- he complains about a  
redundancy. Can you clarify the debtors' position, see what  
the issue is?

MS. SILVEIRA: Yes, Your Honor. We objected to this  
claim as part of the seventh omnibus objection, which sought to  
disallow and expunge satisfied claims. Mr. Wrynn's claim

PG&E Corporation and Pacific Gas and Electric Company  
1 arises from the 3.5 percent senior secured notes, due October  
2 1st, 2020, and seeks interest under them.

3 He's correct, as he notes in his response at docket  
4 9162 that under Section 1.254 and 4.20 of the plan, he is  
5 entitled to that interest, but the reorganized debtors have  
6 argued that the claim has already been satisfied because these  
7 notes were included in proof of claims 30148, filed by BOKF as  
8 the indenture trustee, which was paid out on the effective  
9 date.

10 THE COURT: So paid out on the effective date, and so  
11 did that include the accrued interest?

12 MS. SILVEIRA: Yes. Our understanding is that it did.

13 I directed Mr. Wrynn to Arent Fox, which is counsel  
14 for BOKF. And my understanding, from subsequent conversations  
15 I've had with counsel, is that these were paid out and did  
16 include interest.

17 THE COURT: Okay. Mr. Wrynn, what -- that was  
18 certainly my understanding under the plan. Under the effective  
19 date, the debentures were to be paid, and that means you should  
20 have been paid. So were you?

21 MR. WRYNN: No. No, I've got my statements right in  
22 front of me, plus I've talked to my broker, Fidelity  
23 Investments. I received no such interest payments. I've  
24 checked three times with Fidelity. They've checked their  
25 records, and they said no payments have been received under

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this settlement.

I did contact --

THE COURT: Excuse me, hold on. Were you paid on the  
bond itself, on the principal amount?

MR. WRYNN: No, no. I sold the bond.

THE COURT: Well, that's why you didn't get paid the  
interest. Why would you be paid the interest if you sold the  
bond?

MR. WRYNN: Because I owned the bond when the interest  
was paid, or supposed to be paid --

THE COURT: Well, wait a minute.

MR. WRYNN: -- April 1.

THE COURT: You just told me -- you just told me it  
wasn't paid. Well, it might have been --

MR. WRYNN: I'm supposed to --

THE COURT: -- well, wait a minute, it might have  
been --

MR. WRYNN: -- I owned the bond April 1.

THE COURT: Wait. Hold on, wait.

MR. WRYNN: April -- excuse me.

THE COURT: Slow down. Slow down, Mr. Wrynn. It  
might have been due on April 1, and it certainly -- I accept  
that it wasn't paid on April 1, but if after that you sold the  
bond, why do you think you would be entitled to the interest?

MR. WRYNN: Because I owned it on April 1.

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1 THE COURT: And the company was still in bankruptcy  
2 and had not had its plan confirmed. It wasn't paying anybody  
3 then.

4 MR. WRYNN: Well, am I still not an owner --

5 THE COURT: Ms. Silveira, is that consistent --

6 MR. WRYNN: -- of the bond on April 1, though?

7 THE COURT: Well, Ms. Silveira, is that consistent  
8 with your understanding? Did I make something up or does that  
9 comport to your understanding as to what Mr. Wrynn's  
10 entitlement is?

11 MS. SILVEIRA: Your Honor, I wasn't aware that the  
12 bond had been sold, but yes, Your Honor, that's our  
13 understanding, that the interest came due before the payment  
14 was made, and that the bond had subsequently been sold, there's  
15 no entitlement to the interest.

16 THE COURT: Mr. Wrynn, let try it this way. You're  
17 one of thousands and thousands of creditors who were snagged up  
18 or caught in the snare of the bankruptcy. But for a variety of  
19 reasons, certain things weren't paid when they might have  
20 otherwise been paid if there hadn't been a bankruptcy.

21 So on April 1 of 2020 -- or whatever the earlier date  
22 is -- you were entitled to it, and it was accrued. And so on  
23 that date, your principal amount plus accrued interest should  
24 have been paid, but you -- there was no way for you to be paid  
25 it because the company hadn't approved its plan.

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1           When its plan became effective, then on the effective  
2 date, consistent with the plan, the bondholders were paid.  
3 There's nothing that I'm aware of that would separate an  
4 accrual of interest from the underlying instrument, any more  
5 than it would be a judgment or a promissory note, or any other  
6 entitlement that was delayed by the bankruptcy. So I'm going  
7 to -- unless you have a persuasive legal argument, I have no  
8 choice but to sustain the objection, but I'll listen to you or  
9 try to answer any questions if I can.

10           MR. WRYNN: Well, the question that I have: Who did  
11 receive the payment?

12           THE COURT: Maybe the person --

13           MR. WRYNN: I've never been able to establish --

14           THE COURT: The person who bought the bond.

15           MR. WRYNN: Who was?

16           THE COURT: You went to the marketplace and said to  
17 the market, would you like to buy this bond, and the system --  
18 I can't pretend that it was some person. Somehow your bond was  
19 sold.

20           MR. WRYNN: Okay.

21           THE COURT: You were paid the proceeds of the sale,  
22 weren't you, if you sold it? What's your broker tell you  
23 happened when you sold your bond?

24           MR. WRYNN: Well, I sold it at a loss.

25           THE COURT: Okay.

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1 MR. WRYNN: I lost 1,100 dollars on it. But I had to  
2 sell it because I couldn't take the risk any longer, because it  
3 was going down.

4 THE COURT: I understand. I'm not criticizing you at  
5 all. I mean, I'm saying you sold. So if you hadn't sold and  
6 it had gone down more, you would have lost more. If you hadn't  
7 sold and it had gone up, you would have gained more. But you  
8 cut your losses, took your loss. Presumably, you can write off  
9 whatever that loss is, but you can't -- there's no way that I  
10 can imagine you're entitled to get paid something when you sold  
11 the underlying entitlement to be paid in the first place. So  
12 I -- and that's --

13 MR. WRYNN: The sale -- I didn't sell this until,  
14 like, July, July of 2018. This was months -- months after  
15 the --

16 THE COURT: I understand. But the point is, once you  
17 sold it, I don't know how you -- what makes you think you're  
18 entitled --

19 Look. You might take this up with your broker. Maybe  
20 there's an explanation, at least from the company's point of  
21 view and the bankruptcy court's point of view, based upon your  
22 concession. Again, I'm not -- you didn't give anything away.  
23 You just told me the story. There's just no way that the  
24 reorganized company should have to pay you. And again, I think  
25 that's all I can do.



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1           So I'm going to sustain the objection, and Ms.  
2 Silveira will include your claim under the omnibus grouping of  
3 things. If you believe my error -- my decision is in error,  
4 you have a right to appeal it. I don't think that would be in  
5 your best interest because it wouldn't be economical, but I  
6 don't make that judgment. I have to make a legal ruling, based  
7 upon are you entitled to be paid or are you not, and I make  
8 that decision adverse to your interest. And the way we close  
9 out the issue is the debtors' lawyers submit to the court an  
10 order that disposes of the matter.

11           So I hope -- if there is any way for you to get any  
12 additional money, I think you should take it up with your stock  
13 broker. But someone out there in the market bought that  
14 stock -- or that bond, rather, and it included the right to be  
15 paid whatever had accrued on it.

16           That's no different from out in the real world, today.  
17 If you sold some stock today and tomorrow, the company that  
18 issued the stock declared a dividend or a due date of an  
19 accrued interest was due, I think -- if you have any experience  
20 in the stock market, you'd know -- that it's gone. You bailed,  
21 rightly or wrongly. So I don't want to beat this to death.  
22 I've explained it the best I can.

23           Ms. Silveira, you should include Mr. Wrynn's claim in  
24 the -- in whatever -- again, you're keeping track of the  
25 various objections, so go ahead and make sure he's served with

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1 a copy of the order that sustains your objection, okay?

2 MS. SILVEIRA: We will; thank you, Your Honor.

3 THE COURT: Okay. Mr. Wrynn, thank you for your  
4 participation. I'm sorry that it isn't the result you wanted.

5 All right. Is there an appearance on the phone by  
6 Paul or Tamara Attard? Anyone on the phone speaking for Paul  
7 or Tamara Attard, A-T-T-A-R-D?

8 Ms. Silveira, I've reviewed the filings of Mr. and  
9 Mrs. Attard, and frankly, I find it very confusing. There are  
10 all sorts of different numbers that don't seem to hold water.  
11 Do you have any explanation, or what do you recommend?

12 MS. SILVEIRA: We recommend that the claim be  
13 disallowed and expunged, Your Honor. I thought I would walk  
14 through, first, the steps that the debtors took to satisfy  
15 themselves that the larger batch of claims, in which this was  
16 included in the forty-eighth omnibus objection -- that there  
17 was no liabilities for those, and then detail some additional  
18 steps we've taken subsequently, with respect to this claim in  
19 particular.

20 THE COURT: All right. Sure. That's fine, thank you.

21 MS. SILVEIRA: So in preparing the forty-eighth  
22 omnibus objection, which goes to customer and reliability  
23 claims, first, the reorganized debtors confirmed that they were  
24 related to customers and that there were no outstanding billing  
25 issues. Second, looked through all customer information and

PG&E Corporation and Pacific Gas and Electric Company confirmed it didn't relate to any other nonelectrical billing issues, security deposits, rebates, refunds under various programs. Third, checked with the customer relations department to make sure there were no outstanding CPUC complaints relating to the claim. And finally, cross-checked against all known fire claims, to make sure it wasn't lumped in with that. So that was taken with respect -- those actions were taken with respect to all claims included in the forty-eighth omnibus objection, including this claim, which is claim 86968. After we received the response, we took additional steps because, as Your Honor noted, there are several different numbers at issue here.

So walking through the claim, it's listed for one million dollars, 987,150 of which is a general unsecured claim, and 12,850 which is listed as an employee wage priority claim. The basis for the claim is listed as goods sold, money loaned, lease, and services performed.

So after receiving the response, we ran the information we had through all of the various databases available to the company, confirmed there was no lease related to this claim, and also confirmed that the claimants were not listed in any vendor database that would relate to goods sold or services performed. And I'll add, of course, that there was no documentation attached, either, to the initial proof of claim or to the response filed.

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1           The proof of claim also notes that it's secured by a  
2       lien, and there's no evidence of that lien included, and we  
3       haven't been able to find any evidence on our end that there's  
4       a lien.

5           Line 10 of the proof of claim notes that it's based on  
6       a lease, and there would be a 24,000-dollar cure payment due.  
7       As I said, no evidence of a related lease in the contract  
8       database, no cure objection, and no other supporting  
9       documentation.

10          And finally, with respect to the employee wage  
11       priority claim, the reorganized debtors' human resources  
12       department has confirmed that there are no current or former  
13       employees by either of these names, and there's nothing in the  
14       pension or other employee databases to support the fact that  
15       they are current or former employees who would be entitled to a  
16       wage priority claim. And the --

17           THE COURT: Well, these folks put you through your  
18       tasks. You did your homework; you've covered every base. Is  
19       there another theory?

20           MS. SILVEIRA: Well, that and then the response noted  
21       that there was product damage. And our understanding is that  
22       the response really dropped the claim amount from one million  
23       to 20,000 --

24           THE COURT: Yes, that's what I saw, too.

25           MS. SILVEIRA: -- but also didn't include any

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1 supporting documentation for that figure or for any damages,  
2 so --

3 THE COURT: It does reference a power failure.

4 MS. SILVEIRA: And we haven't --

5 THE COURT: And -- yeah.

6 MS. SILVEIRA: -- we haven't received anything.

7 THE COURT: No, I understand that, I --

8 MS. SILVEIRA: So given all that, the --

9 THE COURT: Well, go ahead. You're about to say,  
10 given all that you don't believe there's any basis, and I  
11 certainly -- I find it -- that's why I was being a little bit  
12 facetious that it seems like they checked every single box on  
13 the form to make you do your homework.

14 Mr. and Mrs. Attard may have suffered a loss, but they  
15 have a responsibility to be more forthcoming, and they didn't  
16 respond to the omnibus objections, other than this response  
17 that I think is dated December 29th of last year.

18 I'm going to sustain the debtors' objections for all  
19 of those reasons, that the informal proof of claim by -- excuse  
20 me, the response that I just referred to and the prior proof of  
21 claim that was filed on October 28th, 2019, on the face of it  
22 is internally inconsistent, but more importantly, it simply  
23 doesn't establish any prima facie theory of liability, so the  
24 claim should be disallowed.

25 And unless you need to add anything further, I'll ask

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1 you to include that in the order -- whatever -- again, you're  
2 doing better at keeping track of the various responses, but  
3 it's part of the forty-eighth omnibus objection, and it should  
4 be disposed of that way. And if Mr. and Mrs. Attard wish to  
5 follow up on it, they can file an appropriate motion or seek  
6 whatever -- if they want, but -- and for the record, I'm also  
7 noting their default by not even responding to the noticed  
8 hearing today.

9 So do you need anything further on that one, Ms.  
10 Silveira?

11 MS. SILVEIRA: Nothing further. Thank you, Your  
12 Honor.

13 THE COURT: Okay. I have nothing else on my agenda.  
14 I noticed from the call log there is a gentleman named Carlos  
15 Torres who at least signed up for a listen-only. And I know  
16 Mr. Torres previously had a proof of claim on file. Is Mr.  
17 Carlos Torres on this call?

18 Are you aware of Mr. Torres' situation, Ms. Silveira.

19 MS. SILVEIRA: I'm not, Your Honor. I don't believe  
20 we've heard from him with respect to this hearing. It's  
21 entirely possible he has a proof of claim subject to a pending  
22 objection, but I don't have it in front of me.

23 THE COURT: My staff researched it. Mr. Torres was  
24 part of the forty-seventh omnibus objection, and by docket  
25 number 9937, his claim was disallowed by default.

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1 My point is that, since at least the CourtCall call  
2 list indicated that Mr. Torres had signed up -- I don't know  
3 whether he actually is listening or not, but he -- I just went  
4 through this statement and identified him by name in case he  
5 wished to be heard.

6 Now, if he's signed up for CourtCall, but did it as a  
7 listen-only, he may be listening only. My point is, for the  
8 record, it wasn't on calendar. If Mr. Torres is listening and  
9 wants to know what the outcome of the challenge is, it was  
10 indicated that there was no response, timely response, to the  
11 debtors' forty-seventh omnibus objection, and by order, the  
12 court docket number 9937, that claim was disallowed.

13 As I'm reading that information, I don't remember  
14 exactly what the date of 9937 is. I can -- I'll finish that in  
15 minute here. I mean, I'll just state it for the record. 9937  
16 is docketed on the court's docket at docket number -- I'm  
17 sorry, on January 6th, I ordered disallowing the forty-seventh  
18 objections.

19 Does anyone wish -- anyone else on today's call wish  
20 to be heard? Because I've covered with Ms. Silveira all the  
21 items that we're carrying here, on our court agenda. Anyone  
22 wish to be heard?

23 MR. PREE: Yes, Your Honor. My name is Stephen Pree.  
24 I'm noticed of the reorganized debtors' forty-ninth omnibus  
25 objection claims. I actually filed -- sent everything off to

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1 be heard today, my case.

2 THE COURT: All right. Mr. Pree, thank you. I see  
3 your name on the call list.

4 MR. PREE: I'm sorry, it's Pree, I'm sorry, P-R-E-E.

5 THE COURT: Yes, no, I thought I -- that's what I  
6 thought I was saying. I see your name on the call list.

7 MR. PREE: Oh, okay. I'm sorry. Sorry. I'm sorry,  
8 oh, okay.

9 THE COURT: But I need to -- Ms. Silveira, the  
10 debtors' lawyer, can tell me what she knows about your claim,  
11 Mr. Pree.

12 MR. PREE: Oh, okay. Sorry. Somebody there called me  
13 Free earlier, I mean, when I was dealing with --

14 THE COURT: Oh.

15 MR. PREE: Sorry. Sorry about that.

16 THE COURT: No, okay.

17 Ms. Silveira, can you help me on this -- Mr. Stephen  
18 Pree's claim?

19 MS. SILVEIRA: Yes, Your Honor. We received a timely  
20 response from Mr. Pree and are evaluating it. I emailed him  
21 shortly after receiving it and said that the -- it's factually  
22 analogous to the claims that were continued to March 24th by  
23 the Court's order on our ex-parte application back in December.

24 And I emailed Mr. Pree and asked if he would consider  
25 an extension to March 24th as well, with the hope of a



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1 consensual resolution in the meantime. I didn't receive a  
2 response. And I believe we reported this in the report on  
3 responses and requests for default that was filed last week,  
4 and included a note to that effect in the order that was  
5 entered, that this would be continued to March 24th.

6 THE COURT: Mr. Pree, there's so many claims and  
7 there's so many --

8 MR. PREE: Okay.

9 THE COURT: -- groups of objections that the lawyers  
10 at one end, the Court at the other end, and the claimants like  
11 you and others -- it's a challenge to keep track of all these,  
12 and Ms. Silveira and the other lawyers with her are trying to  
13 make sure everybody is accounted for. And it sounds like, from  
14 what she said, she at least made an attempt to let you know  
15 that we weren't going to dispose of it today.

16 MR. PREE: Oh.

17 THE COURT: So it's okay that you didn't respond.  
18 What I would urge you to do is to be in touch with Ms. Silveira  
19 between now and March 24th, because it may well be that there's  
20 no dispute any longer. She said that she and her staff are  
21 reviewing your response and evaluating your position, and it's  
22 my experience that she and her colleagues do communicate back  
23 and forth with claimants.

24 I would urge you to stay tuned, watch for her messages  
25 or check with her, but for now, I'm just going to take the

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1 objection to your claim and where it fits in this omnibus  
2 bundle of claims, over to the March 24th calendar, and if it's  
3 resolved to your satisfaction before then, you don't need to do  
4 anything. If you believe that you're right and the debtors are  
5 wrong, then I will be happy to listen to the arguments and  
6 review the underlying documents before that hearing.

7 The way -- because of the volume and the remoteness,  
8 with the stay-at-homes and what have you, I cannot keep up. My  
9 brain can't keep track of all the claims --

10 MR. PREE: Sure, sure.

11 THE COURT: -- that the lawyers are keeping track of  
12 more specifically. So you haven't won anything, but you  
13 haven't lost anything, other than an opportunity to say hello  
14 to me.

15 MR. PREE: Oh.

16 THE COURT: And I appreciate your time.

17 So stay tuned with -- in touch with Ms. Silveira,  
18 unless she can give me the name of --

19 MR. PREE: Can I ask a question?

20 THE COURT: Yes, sir.

21 MR. PREE: Your Honor, or Ms. Silveira, which email do  
22 you have for me? Because my wife don't see no kind of -- we  
23 didn't get an email from you, from sbpree@yahoo.com, we -- I'm  
24 not sure which one -- which email you have, to which --

25 MS. SILVEIRA: That's the one to which I sent it. It

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1 was sent on December 29th at 10:20 a.m.

2 MR. PREE: From? What's your email address? From?

3 MS. SILVEIRA: My address is dsilveira,  
4 S-I-L-V-E-I-R-A --

5 MR. PREE: dsilveira.

6 MS. SILVEIRA: -- @kbkllc.com.

7 THE COURT: Let's make it simple. Ms. Silveira, after  
8 the hearing, just send Mr. Pree another follow-up email just  
9 to --

10 MR. PREE: Okay.

11 THE COURT: -- I don't want to -- think we need to put  
12 this on --

13 MR. PREE: My wife found it.

14 THE COURT: Oh, she found it? Okay.

15 MR. PREE: Yeah, she found it.

16 THE COURT: Okay. Okay, well, you got a good helper,  
17 then. All right.

18 MR. PREE: Yeah.

19 THE COURT: So keep a -- you're on track for March  
20 24th, but --

21 MR. PREE: On the phone again.

22 THE COURT: -- but again, feel free, and on an  
23 informal basis, you or your wife, stay tuned to whatever Ms.  
24 Silveira tells you. She may say --

25 MR. PREE: Absolutely.

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1 THE COURT: -- we give up, your claim's valid, or she  
2 may say no, we disagree, or she may say we need more  
3 information.

4 MR. PREE: Okay.

5 THE COURT: Again, I can't sit here, from my end, and  
6 even know what your claim is, and I don't want you to even take  
7 the time to explain it now.

8 MR. PREE: Okay.

9 THE COURT: Okay. So you're okay.

10 MR. PREE: Okay.

11 THE COURT: Again, I'll repeat what I said. You  
12 didn't win, but you didn't lose. The only thing you had to do  
13 was participate in the hearing, and thank you for doing that; I  
14 appreciate your involvement.

15 MR. PREE: Well, thank you, Your Honor.

16 And thank you, Ms. Silveira.

17 THE COURT: All right. Does anyone -- okay. Anyone  
18 else wish to be heard on today's calendar?

19 All right. Ms. Silveira, I'll look forward to seeing  
20 the routine orders for the matters we disposed of today. I  
21 will thank everyone and conclude the hearing.

22 Thank you, CourtCall, and thank you, Ms. Parada.

23 MS. SILVEIRA: Thanks, Your Honor.

24 THE COURT REPORTER: Thank you, Your Honor.

25 (Whereupon these proceedings were concluded)

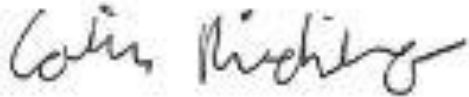
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I N D E X

RULINGS:	PAGE	LINE
Seventh omnibus objection to claims as to	9	25
John Wrynn sustained		
Forty-eighth omnibus objection to claims as	13	16
to Paul and Tamara Attard sustained		

## C E R T I F I C A T I O N

I, Colin Richilano, certify that the foregoing transcript is a true and accurate record of the proceedings.



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Date: January 13, 2021

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